

LEASE - DEED

Industrial Area, Haridwar

Plot No. E-16

THIS LEASE DEED made on the 12th day of September
in the year one thousand nine hundred and Seventy Nine
corresponding to Saka Samvat 1901
between U. P. State Industrial Development Corporation Limited, Kanpur, a company within the
meaning of the Companies Act, 1956 and having its registered office at 117/130, Sarvodaya Nagar,
Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit,
include its successors and assigns) of the one part AND

Shri Vinod Kumar s/o Sri Mulukh Raj
r/o Kharkhari, Haridwar
proprietor of the single owner firm of Karta of Joint Hindu Family firm of M/s Pradeep
Ice cream Factory, Haridwar
OR

1. Sri aged years
s/o r/o
Vinod Kumar aged years
2. Sri aged years
s/o r/o
k aged years
3. Sri aged years
s/o r/o
aged years
4. Sri aged years
s/o r/o
aged years
5. Sri aged years
s/o r/o
aged years

State Industrial Development Corp. Ltd.

Kishore Mohan
Regional Manager

Vinod Kumar

Sri aged years

S/o r/o

7. Sri aged years

S/o r/o

Constituting the registered partnership firm of

through Sri

s/o r/o

duly constituted attorney under the deed dated

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total outstanding premium.

to be paid in eight/ten yearly instalments as follows alongwith interest @ 15% per annum on the

premium of Rs. 8,785/- (Rs. Eight thousand seven hundred and eighty five)

Rs. 370/- (Rs. Three hundred and seventy only)

In consideration of the payment by the Lessee of the provisional premium of

Rs. 370/- (Rs. Three hundred and seventy only)

AND WHEREAS pursuant to the said agreement the lessee has completed the building and

works to the satisfaction of the Lessor in the plot of land mentioned hereinbefore.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

AND WHEREAS by an agreement dated 6th June 1964 the day of

one thousand nine hundred and seventy seven and made between the Lessor of the ONE

PART and the Lessee of the OTHER PART, the Lessor has agreed to grant to the Lessee upon the

performance and observance by the Lessee of the obligations and conditions contained in the said

agreement a Lease of the piece of land and premises hereinafter particularly described in the manner

hereinafter mentioned for the purpose of putting up and running an unit for ...

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and

it is hereby agreed that the lessee shall pay as provided in clause 2(a) & 2(b) the additional premium

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and

sub-divided plots to industrialists for erecting on each plot a factory according to the factory bye-laws

said Corporation has sub-divided the above land into plots for industrial units for leasing out such

under the Land Acquisition Act of 1894 and has handed over the same to the U. P. State Industrial

WHEREAS the State of Uttar Pradesh has acquired land at ...

representatives and permitted assigns/its successors and permitted assigns) of the other part.

expression shall unless the context does not so admit include his heirs, executors, administrators,

a society registered under the Co-operative Societies Act, hereinafter called the Lessee (which

through its Managing Director/Secretary/duly constituted attorney Sri

a company within the meaning of the Companies Act, 1956 and having its registered office at

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Regional Manager
(KISHORE MOHAN)
U.P. State Industrial Development Corporation Ltd.

Vinod Kumar

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R ₁	1255=00	on the.....	1st	day of.....	April	1980
R ₂	1255=00	on the.....	1st	day of.....	April	1981
R ₃	1255=00	on the.....	1st	day of.....	April	1982
R ₄	1255=00	on the.....	1st	day of.....	April	1983
R ₅	1255=00	on the.....	1st	day of.....	April	1984
R ₆	1255=00	on the.....	1st	day of.....	April	1985
R ₇	1255=00	on the.....	1st	day of.....	April	1986
R ₈.....	.....	on the.....	.....	day of.....	.....	19.....
R ₉.....	.....	on the.....	.....	day of.....	.....	19.....
R ₁₀.....	.....	on the.....	.....	day of.....	.....	19.....

Provided that if the lessee pays the instalments and the interest on the due dates and there are no overdues then a rebate will be admissible @ $3\frac{1}{2}\%$ per annum in the interest.

NOTE :- 1. The interest shall be payable half-yearly on the 30th day of June and 31st day of December each year, the first of such payment to be made on the 30th day of March 1982.

2. Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter, namely 9438/SIDE/RM/16/Hal/9.2.72
3. The payments made by the Lessee will be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the lessee to the contrary.

And of the rent hereinafter reserved and of the covenants, provisos and agreements herein contained and on the part of the Lessee to be respectively paid, observed and performed.

The lessor doth hereby demise to the Lessee, all that plot of land numbered as E16 stipulated within the Industrial Area at Haridwar containing by admeasurement 972 Sq. Yds. be the same a little more or less, and bounded

on the North by Plot No. E 31
on the South by 60' wide Road
on the East by 60' wide Road
on the West by Plot No. E14

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (herein after referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety years from 12th day of Sept 1979 except and always reserving to the Lessor and his successors or assigns :

(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successors or assigns in developing the area.

For U.P. State Industrial Development Corp. Ltd.

KISHORE MOHANI
Regional Manager

Vino Kumar

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(c) Yielding and paying therefor unto the Lessor on the 1st day of April in each year in advance the yearly rent at the rate of Rs. 100/- per acre per year during the first thirty years, Rs. 150/- per acre per year during the next thirty years after expiry of the first thirty years and Rs. 225/- per acre per year during the next thirty years after the expiry of the first sixty years, the rent up to the 31st day of March 1980 having been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 15 %.

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed, and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings, and machineries built upon or affixed thereto.

2. (a) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the demised land, after lay-out for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land-cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date the final cost of acquisition is determined, pay within Sixty days of demand to the Lessor the additional premium being the difference in the land-cost component finally determined as aforesaid and the land-cost component of the provisional premium mentioned in clause 1.

2. (b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said Industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor;

And that such payments of proportionate additional premium shall be made within 60 days of the demand made by the Lessor.

3. AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR AS UNDER:

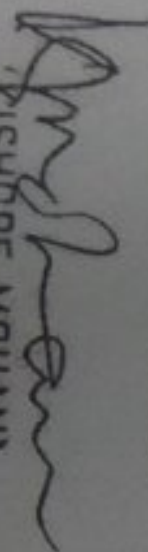
(a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.

(b) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety, convenience of other inhabitants of the place.

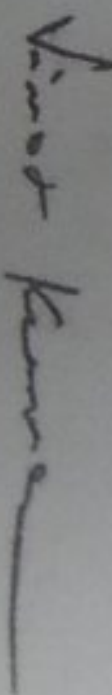
(c) That the Lessee will pay unto the Lessor the said rent at the times on the date and in manner hereinbefore appointed for payment thereof clear of all deductions.

(d) That the Lessee will keep the demised premises and the buildings thereon at all times in a state of good and substantial repairs and in sanitary condition at his own cost.

For M.P. State Industrial Development Corpn Ltd.


RISHABH MOHAN)

Regional Manager.


Vinod Kumar

(e) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved of by the Lessor and the municipal or other authority, and in case of any deviation from such terms or plan will immediately, upon receipt of notice from Lessor or the municipal or other authority requiring him so to do, correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the Lessor or the municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to the Lessor/municipal or other authority the amount which the Lessor/municipal or other authority as the case may be shall fix in that behalf and the decision of the Lessor/municipal or other authority as the case may be shall be final.

(f) That the Lessee will provide and maintain at his own cost in good repairs a properly constructed approach road or path to the satisfaction of the Lessor/municipal or other authority leading from the public road to the building to be erected on the demised premises.

(g) That the Lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the industrial purposes aforesaid without the previous consent in writing of the Lessor and the Municipal or other Authority and subject to such terms and conditions as the Lessor/Municipal or other Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance, damage, annoyance, or inconvenience to the Lessor or Municipal or other Authority or the owners or occupiers of the other premises in the neighbourhood.

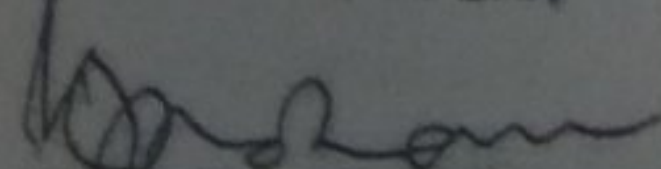
(h) That the Lessee will not, without the previous consent in writing of the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment, mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the Lessee will in no case assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bounds or otherwise.

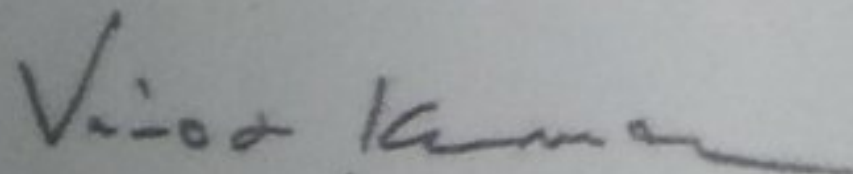
Provided that the joint possession or transfer of possession of the demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the State Government or of the Industrial Finance Corporation of India or in favour of the U.P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshia Industrial Investment Corporation of U.P. or any Scheduled Bank (including State Bank of India) to secure loan or loans advanced by any of them for setting up on the demised premises the industry hereinbefore mentioned, if the lessee furnishes to lessor an undertaking from the financial institutions as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as a mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of the deed or deeds executed in its favour by the lessee at the time of taking the loan or loans or under any law for the

For U.P. State Industrial Development Corp. Ltd.


(KISHORE MOHANI)
Regional Manager



being in force the sale, lease or assignment will be subject to the mutual consultation with the Lessor and the financing body or bodies as mentioned above.

Provided further that the Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted within two calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment, inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration, decree, order, certificate or other document effecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lessee.

(i) That the members, directors, officers and subordinates or agents, workmen and other authorised representatives of the Lessor shall have the access to the plot of land and shall have the implied right and authority to enter upon the said plot of land and buildings to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purposes at all reasonable times.

(j) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, gravel, clay earth or any other materials therefrom except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundations of the buildings and compound walls and other necessary structure and executing the works authorised and for levelling and dressing the area covered by this Agreement.

(k) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds, or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

(l) That the Lessee will not exercise his option of determining the lease and hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

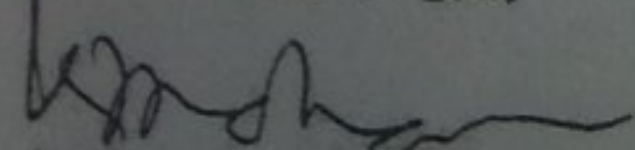
(m) That the Lessee will not erect any building constructions or structures, except compound walls and gates on any portion of the demised premises within front 15 feet back 15 feet or boundaries on one side 10 feet and the other side 10 feet sides thereof as marked in the attached plan. or as per RBO Act.

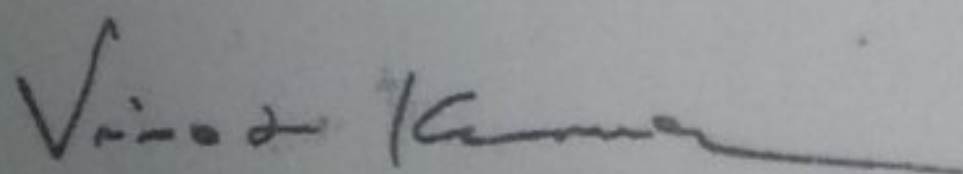
(n) That the Lessee shall put the demised premises with the buildings constructed thereon to the use hereinbefore mentioned within six calendar months from the date of possession of the said land is handed over to him and in any case within twelve calendar months from the date of this deed or such extended period of time as may be allowed by the Lessor in writing in its discretion; provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the lessor the delay is caused for reasons beyond the control of the lessee.

(o) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servant shall.—

(i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land,

For U.P. State Industrial Development Corpn Ltd.


(KISHORE MOHAN)
Regional Manager



- (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent buildings, or
- (iii) dig any pits near the foundations of any building thereby causing any injury or damage to such building.

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable therefor shall be final and binding on the Lessee.

(p) That the Lessee being a registered partnership firm declares, affirms and undertakes that during the subsistence of the terms of this agreement, the said partnership shall not be dissolved, reconstituted or wound up, and/or dealt with in any way which may jeopardise the rights and interests of the Lessor in the matter of this lease, nor shall its constitution be altered in any manner otherwise without written consent of the Lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

OR

The Lessee being an individual or sole proprietor of a firm, shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor;

OR

The Lessee being a Company shall not make or attempt to make any alterations, whatsoever in the provision of its Memorandum and Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registrar of Joint Stock Companies under Section 126 of Companies Act, 1956 within stipulated period.

While granting its consent as aforesaid the Lessor may require the successor in interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisos and agreements herein contained or such other terms and conditions as the Lessor may, in its discretion, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent as the Lessor may in its discretion think proper. In the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

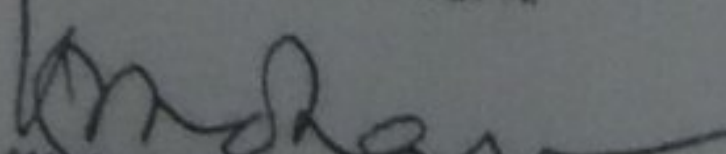
Provided that the right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by the State Government or the Industrial Finance Corporation of India or the Industrial Credit and Investment Corporation of India, or the U. P. Financial Corporation or Pradeshia Industrial and Investment Corporation of Uttar Pradesh or any scheduled bank (including the State Bank of India) and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights vesting in it or them by virtue of the deeds or deed executed in its or their favour by the Lessee as provided herein above, or under any law for the time being in force.

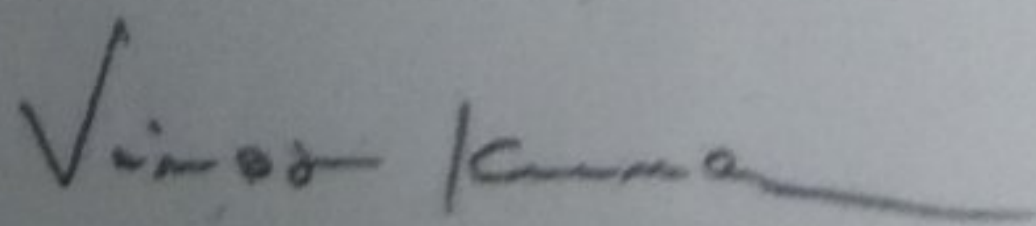
(q) That in employing labour for his industry skilled or unskilled, the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for purpose of the said Industrial Area/Estate.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS :

(a) Notwithstanding anything hereinbefore contained, if there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under him of any of the covenants or condition hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquishes,

For U.P. State Industrial Development Corp. Ltd.


(KISHORE MOHAN)
Regional Manager.



leases or assigns any part of the demised premises less than the whole or transfers, relinquishes, mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3(h) or if the amounts due to the Lessor hereunder are not paid or are in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the Lessee or the persons in whom the lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3(p) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter, without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and the moneys paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the Lessee hereunder with interest thereon at ...1.5...% per annum and the Lessee shall not be entitled to any compensation whatsoever. Provided always that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structures, if any made by him and all materials thereof from the demised premises after paying up all dues, the premium and the lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months of the date of expiration or sooner determination of the lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all material thereof shall vest in the Lessor and the Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Financial Corporation or The Industrial Development Bank of India or The Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India, or Pradeshia Industrial and Investment Corporation of U.P. or any Scheduled Bank (including the State Bank of India) and the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issued or served by the Lessor on the said financing institution or institutions regarding the said breach or breaches.

(b) Any losses suffered by the Lessor on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor.

(c) All notices, consents, approvals to be given and notifications of any decision by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even though returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office or at the aforesaid plot of land or at the address mentioned in these presents demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U.P. State Industrial Development Corporation Ltd. The Lessor may also authorise any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Managing Director.

U.P. State Industrial Development Corpn Ltd.

KISHORE MOHANI
Regional Manager

Vinod Karna

(e) That the Lessor and the Lessee hereby agree that all sums due under this deed from the lessee on account of premium, rent, interest or damages for use and occupation or on any other account whatsoever shall be recoverable as arrears of land revenue.

(f) That the determination of this deed shall in no way prejudice or affect the right of the Lessor to recover from the lessee any sum which the lessor may fix on account of the damage done by the lessee or his agent or workmen to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.

(g) That any relaxation or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the lessor.

(h) The stamp and registration charges on this deed shall be borne by the Lessee.

5. Notwithstanding any other provisions hereinbefore contained to the contrary, the lessee shall put up the whole of the property demised under these presents for the industrial use to the satisfaction of the lessor and the lessor shall have the right to determine the lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the lessor.

It is further expressly agreed by the Lessee that the lease in part or as a whole for default of the provisions of this Clause shall be terminable by a three months' notice to quit on behalf of Lessor.

6. (a) That the lessee is fully aware that the aforesaid plot had earlier been given by the lessor to Shri/Messrs.....
through the lease deed dated.....
duly registered at.....
but the lease has been determined and forfeited by the lessor vide letter/notice No.....
dated.....and as such has ceased absolutely.

(b) That it is hereby agreed between the parties to this deed that in case the lessee is not able to get or retain possession of the demised premises due to civil action or other legal proceeding initiated by the prior lessee then in that case the lessee shall not be eligible to any reimbursement from the lessor and shall further be liable to defend the civil action or proceeding as aforesaid at his own cost.

For M. S. State Industrial Development Corp Ltd.

(KISHORE MOHAN)
Regional Manager.

Vinod Kumar

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first
we written.

Signed by :

For and on behalf of
U. P. State Industrial Development Corporation Ltd.

For U.P. State Industrial Development Corporation Ltd.

(KISHORE MOHANI)
Regional Manager

(a) Witness

(b) Witness

Signed by :

For and on behalf of the Lessee

Vinoo Kanna

(a) Witness

BBGang
U.P.S.I.D.C.
G 293

(b) Witness

Atgind
U.P.S.I.D.C.
G 293

For Plots (General)

After execution of and expiry of period of Licence.

NAP-SIDC-IA - L.D. (Plot), April, 77, 1000

10/10/19



42

10/19

बही नं राजिस्ट्र 327 के एक 375 नं नं 22 ठेका
सहित जुलका जात 22 व 22 3 के आजाता 22-2-60
राजिस्ट्री को गई।

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